

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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ARROWHEAD CAPITAL FINANCE, LTD.,

Plaintiff,

- against -

SEVEN ARTS ENTERTAINMENT, INC., and
SEVEN ARTS FILMED ENTERTAINMENT
LOUISIANA LLC,

Defendants

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Case No. 1:14-CV-06512-KPF
Hon. Katherine Polk Failla

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NOTICE OF MOTION

PLEASE TAKE NOTICE that upon the accompanying Memorandum of Law in Support of the Motion of Plaintiff Arrowhead Capital Finance, Ltd. ("Arrowhead") for Summary Judgment, Plaintiff Arrowhead's Local Rule 56.1 Statement in Support of Plaintiff's Motion for Summary Judgment, the Affidavits of W. William Woods sworn the 29th day of January 2016 and of Barry L. Goldin, Esq. sworn the 1st day of February 2016 and the exhibits thereto, and on all prior proceedings and matters of record in this case including (without limitation) the December 16, 2015 scheduling Order of the Court [R.Doc. 91], plaintiff Arrowhead will move this Court in Courtroom 618 at the United States Courthouse, 40 Foley Square, New York, New York on March 18, 2016, or as soon thereafter as counsel can be heard, for an order pursuant to Federal Rule of Civil Procedure 56 and such other provisions of law as may be applicable, granting plaintiff Arrowhead summary judgment as follows:

1. Judgment adding defendant Seven Arts Entertainment, Inc. ("SAE") and defendant Seven Arts Filmed Entertainment Louisiana LLC ("SAFELA") each as an additional judgment debtor to, and jointly and severally liable for, the October 2012 Judgment in favor of Arrowhead of \$2,496,159.50 plus accrued interest and other relief (the "October 2012 Judgment"), which was entered pursuant to June 2012 Decision (the "June 2012 Decision") on the Arrowhead Note dated December 2006 of "Borrowers" Seven Arts Pictures, Inc. ("SAP"), Seven Arts Pictures PLC ("PLC"), Seven Arts Filmed Entertainment Limited ("SAFE"), Deal Investments, LLC, Deal Productions, LLC, Rectifier Productions, LLC, and Pool Hall Productions, LLC in *Arrowhead Capital Finance Ltd. v. Seven Arts Pictures PLC et al*, Supreme Court, New York Co., Index No. 601199/2010 (the "Predecessor Action");

2. Orders permitting judgment creditor Arrowhead to exercise, foreclose upon and otherwise enforce against SAE and SAFELA, jointly and severally, Arrowhead's rights and remedies with respect to "Collateral" (as defined in the Master Agreement dated as of December 22, 2006 among Borrowers, Arrowhead's predecessor Arrowhead Consulting Group, Inc. and Cheyne Specialty Finance Fund L.P.) securing obligations to Arrowhead, including (without limitation) "foreclosure of the Collateral securing amounts due under the Arrowhead Note" (June 2012 Decision p. 17) and other rights and remedies under, the Master Agreement, and the Financing and Security Agreements, Pledge Agreement, and Assignment Agreements referenced in the Master Agreement, and related documents;

3. Orders permitting Arrowhead to trace and otherwise exercise its rights and remedies with respect to Collateral proceeds required to be deposited, held in trust for, and remitted to Arrowhead in accordance with Master Agreement Section 5.1 (whether

with respect to proceeds of "Films" known as "*Deal*", "*Noise*" aka "*The Rectifier*", "*Pool Hall Prophets*" aka "*Shooting Gallery*" aka "*Backspin*", "*Boo*", "*Broken*" aka "*A Broken Life*", or "*Mirror Wars*", tax refunds, or otherwise);

4. Orders requiring defendants, jointly and severally, as and when Arrowhead may from time to time reasonably request, to promptly, timely, and fully cooperate, assist, and facilitate exercise by or on behalf of Arrowhead of Arrowhead's rights and remedies in and with respect to Collateral and Collateral proceeds, including (without limitation) (i) identify and provide to Arrowhead in writing the location of elements and other materials for and agents and distributors of, and other information with respect to, Collateral or proceeds of Collateral; (ii) authorize, grant, and provide unobstructed access to, marshaling, turnover and delivery of, and accounts, statements, and other records (whether written, electronic or otherwise) with respect to, Collateral or proceeds of Collateral; and (iii) execute and deliver notices of assignment, directions to pay, authorizations, and other documents for tracing, recovery, and delivery for, or payment to, Arrowhead of or otherwise with respect to Collateral or proceeds of Collateral; and

5. For such other and further relief as the Court may deem appropriate in the circumstances.

PLEASE TAKE NOTICE the Court's December 16, 2015 Order has ordered that any opposition to this Motion must be submitted by March 4, 2016.

Dated: February 1, 2016

Allentown, Pennsylvania

BARRY L. GOLDIN [BG-4637]

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